



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

become part of the obligation, although the signatures are not below them, but on the preceding page.

Illegal Contracts—Compromise.—A contract by a client not to settle a suit without the consent of the attorney being against public policy, a complaint seeking to enjoin a breach of such agreement is held, in *Jackson v. Stearns* (Or.) 5 L. R. A. (N. S.) 390, not to state a cause of action.

Contracts—Consideration—Release.—A release of one's obligation upon a contract to purchase real estate, which he claims to be void because made on Sunday, is held, in *Brown v. Jennett* (Iowa) 5 L. R. A. (N. S.) 725, to be a sufficient consideration for his promise to pay the broker's commission.

Physicians and Surgeons—Autopsy.—The liability of doctors for performing an unauthorized autopsy on a dead body for the purpose of complying with a rule of the board of health and securing a burial permit is denied in *Meyers v. Duddenhauser* (Ky.) 5 L. R. A. (N. S.) 727.

Homicide—Acquittal of Higher Offense—Jeopardy.—The setting aside, upon motion of accused, of a verdict finding him guilty of manslaughter upon an indictment for murder, is held, in *State v. Gillis* (S. C.) 5 L. R. A. (N. S.) 571, to open the case for trial on the original indictment for the higher offense, since he is held thereby to waive the constitutional protection against second jeopardy.

Divorce—Grounds—Disease—Condonation.—The possession of a loathsome disease by a man is held, in *Hooe v. Hooe* (Ky.) 5 L. R. A. (N. S.) 729, not to be condoned by cohabitation with him by his wife, with knowledge of the fact, so as to bar a suit for divorce.

Contracts—Enforcement—Rescission—Election of Remedies.—Enforcement, by action, of benefits due under a contract by which property is conveyed in consideration of support, is held, in *Gall v. Gall* (Wis.) 5 L. R. A. (N. S.) 603, not to preclude, on the theory of election of remedies, an action to rescind the contract for subsequent breaches.

Degree of Care Required in Operating Automobiles.—The increasing use of automobiles has brought before the courts the question of the degree of care required while driving on streets and highways. The St. Louis Court of Appeals in *McFern v. Gardner*, 97 Southwestern Reporter, 972, holds that the chauffeur in charge is bound to exercise care commensurate with the risk of injury to other

vehicles and pedestrians on the road, and expresses the opinion that this care is as great if not greater than that required of motor-men operating electric street cars. The court says it is the duty of a chauffeur on a public highway in a populous city to keep vigilant watch ahead for vehicles and pedestrians, and on the first appearance of danger to take proper steps to avoid an accident.

Powers of Religious Societies.—The right of a Spiritualist organization to use its property as a summer resort and provide for the holding of camp meetings is upheld by the Massachusetts Supreme Court in *Nye v. Whittemore*, 79 Northeastern Reporter, 253. The court holds that the act incorporating the association permitted it to hold personal and real property and specify that a wharf, hotel or other public buildings might be erected, and that such buildings should for the purpose of taxation be considered real estate. The holding of camp meetings upon the premises seems to be the objectionable point, but the court maintains that the legislature seemed to have in mind such meetings from the wording of the act of incorporation.

Ill Health as Defense to Marriage Contract.—Whether a man is justified in breaking a marriage promise by the fact that the woman is suffering from tuberculosis is raised in the case of *Grover v. Zook*, 87 Pacific Reporter, 638, and the Supreme Court of Washington comes to the conclusion that in view of laws enacted for preventing the spread of consumption, and on the ground of public policy, the breaking of a promise under such conditions is justifiable, even though he knew that the woman was infected with consumption at the time the engagement was made.

Breach of Warranty in Insurance Policy.—The efforts of insurance companies to show breaches of warranties often lead to unusual contentions, but the case of *Scofield's Adm'x v. Metropolitan Life Ins. Co.*, 64 Atlantic Reporter, 1107, probably represents the limit. The company showed that a brother of the insured had received a letter from him mailed in Colorado, and as a result contended that they be permitted to argue to the jury that California and Colorado were resorts for consumptives, and on appeal contended that the court should take judicial notice of the fact that Colorado was the place to which consumptives resort. The Supreme Court of Vermont, however, refuses to sustain these contentions, and points out that the mere fact that a letter had been mailed in Colorado by the insured would have no tendency to prove that the insured even resided in Colorado, much less a tendency to prove that he had consumption. The court adds that it would hesitate to hold that a temporary or permanent residence in Colorado would have a tendency to prove that the insured was suffering from consumption.